

Exhibit F



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

STEVEN E. SCHWARTZ,

Plaintiff,

v.

COGNIZANT TECHNOLOGY
SOLUTIONS CORPORATION,
a Delaware Corporation,

Defendant.

C.A. No. _____

VERIFIED COMPLAINT FOR ADVANCEMENT

Plaintiff Steven E. Schwartz (“Plaintiff” or “Schwartz”), by and through his undersigned counsel, for his Verified Complaint for Advancement against defendant Cognizant Technology Solutions Corporation (the “Company”), alleges as follows:

NATURE OF THE ACTION

1. This action arises from certain investigations being conducted by the United States Department of Justice and the United States Attorney’s Office for the District of New Jersey (collectively, the “DOJ”) and the Securities and Exchange Commission (the “SEC”) relating to the Foreign Corrupt Practices Act (“FCPA”) (collectively, the “Investigations”) in connection with the Company’s business in India, the subsequent indictment of Mr. Schwartz in *United States of America v. Gordon J. Coburn & Steven Schwartz*, Crim. No. 19-120 (D. N.J.) (the “FCPA Action”), the action brought by the SEC in *Securities and Exchange Commission v.*

Gordon J. Coburn and Steven E. Schwartz, Civ. No. 19-5820 (D. N.J.) (the “SEC Action”), the class action in *In Re Cognizant Technology Solutions Corporation Securities Litigation* Civ. No. 16-6509 (D. N.J.) (the “Class Action”), and the shareholders derivative action in *In Re Cognizant Technology Solutions Corporation Derivative Litigation* Civ. No. 17-1248 (D. N.J.) (the “Derivative Action” and, together with the FCPA Action, the SEC Action, and the Class Action, the “Proceedings”).

2. The Proceedings triggered Plaintiff’s right to advancement and indemnification as an “officer” of the Company under Article IX of the Amended and Restated By-laws of the Company (the “By-laws”) and Section 2(b)(vi)(i) of the Indemnification Agreement (defined below).

3. Plaintiff brings this action pursuant to 8 *Del. C.* § 145, Article IX, Sections 3 and 4 of the By-laws, and a June 4, 2013 Indemnification Agreement between the Company and Schwartz (the “Indemnification Agreement”) seeking an Order, on a summary basis, that Plaintiff is entitled to advancement of his legal fees and expenses reasonably incurred, and to be incurred, in defending himself in connection with the Proceedings, as well as his fees and expenses in bringing this action (“Fees-on-Fees”). Plaintiff also seeks a declaratory judgment that Cognizant is required to advance pursuant to the Indemnification Agreement to ensure that any further breaches will be subject to the Court’s contempt powers. Finally, to the extent

that such a process is necessary in light of the terms of the Indemnification Agreement, Plaintiff requests that the Court establish an efficient process for the resolution of any disputes regarding reasonableness and/or allocation to ensure prompt payment of advancements going forward.

PARTIES

4. The Company is a Delaware corporation.

5. Plaintiff is the former Executive Vice President, Chief Legal and Corporate Affairs Officer of the Company. Plaintiff was hired by the Company in October 2001 and resigned in November 2016.

JURISDICTION

6. This Court has jurisdiction over this action pursuant to 8 *Del. C.* § 145(k), which provides that “[t]he Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine a corporation’s obligation to advance expenses (including attorneys’ fees).”

7. Jurisdiction is proper with respect to Defendant, pursuant to 8 *Del. C.* § 321, because it is a Delaware corporation.